

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** November 1, 2016

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

Agenda Item No. 8(L)(7)

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Resolution Authorizing the Execution of an Interlocal Agreement for Stormwater Management between the City of Miami Gardens and the Miami-Dade County Stormwater Utility

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to execute an Interlocal Agreement for Stormwater Management (Agreement) between the City of Miami Gardens (City) and the Miami-Dade County Stormwater Utility. The Agreement is attached as Exhibit A to the resolution.

Miami-Dade County (County) is responsible for operating and maintaining the Secondary Canal System throughout the entire geographical area of the County. Canals included in this agreement, such as the Andover and Carol City Canals in the City, provide drainage and flood protection to residents and properties within the City. This Agreement will allow the County to be reimbursed on a pro-rata share basis for canal maintenance services performed by the County on secondary canals that provide drainage to the City. The term of this five-year Agreement is October 1, 2016 to September 30, 2021.

## **Scope**

The City is within County Commission District 1, which is represented by Commissioner Barbara J. Jordan.

## **Fiscal Impact/Funding Source**

Stormwater Utility fees provide funding for the construction, operation, and maintenance of stormwater conveyance systems. Canals operated and maintained by the County provide drainage service to the County and municipalities, but remain the responsibility of the County.

The total annual cost of routine canal maintenance work to be performed by the County on secondary canals that serve the City is estimated at \$612,000.00 per year or \$3,060,000.00 for the five-year term. Pursuant to this Agreement, the City shall reimburse the County based on the City's runoff contribution to each canal drainage basin, as depicted in Attachment A of the Agreement (Drainage Area Map and Percent Share Table). Therefore, the City shall reimburse the County up to \$396,774.00 per year and up to \$1,983,870.00 over the five-year term of the Agreement.

The County's cost will be funded through the County's Stormwater Utility fees pursuant to Sections 24-51 through 24-51.5 of the Code of Miami-Dade County.

## **Track Record/Monitor**


The Water Management Division Director within the Environmental Resources Management of the Regulatory and Economic Resources Department, Marina Blanco-Pape, P.E., will be responsible for monitoring the proposed Agreement.

**Background**

On June 18, 1991, the Board adopted County Ordinance No. 91-66, which created the Miami-Dade County Stormwater Utility, and established a uniform Countywide approach to stormwater management. On March 6, 2007, the Board approved Resolution No. R-277-07, exempting the City from the provisions of the Miami-Dade County Stormwater Utility and thereby allowing the City to create stormwater management regulations within their municipal code and create their own stormwater utility.

Also on March 6, 2007, the Board adopted Resolution No. R-278-07, approving a five-year interlocal agreement between the City and the County that established the responsibilities for the operation, maintenance, and cost-sharing of stormwater systems within the City's boundaries. That five-year agreement was replaced by another agreement (approved through Resolution No. R-294-12), which expires September 30, 2016. The proposed five-year Agreement runs from October 1, 2016 through September 30, 2021.

On May 25, 2016, the City Council approved Resolution No. 2016-104-3003 (attached as Exhibit B), authorizing the City Manager to enter into and execute the new five-year Agreement for shared stormwater management between the City and the County. On May 31, 2016, the City Manager signed then forwarded the proposed Agreement to the County for execution.

  
\_\_\_\_\_  
Jack Ostermolt  
Deputy Mayor

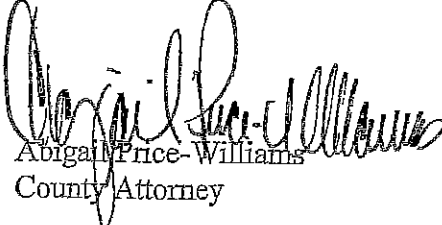


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** November 1, 2016

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(L)(7)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(L)(7)  
11-1-16

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR STORMWATER MANAGEMENT BETWEEN THE CITY OF MIAMI GARDENS AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR A TERM OF FIVE (5) YEARS AND PROVIDING THAT THE CITY OF MIAMI GARDENS SHALL REIMBURSE THE MIAMI-DADE COUNTY STORMWATER UTILITY IN AN AMOUNT UP TO \$1,983,870.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY TERMINATION PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:**

**Section 1.** This Board hereby approves the Interlocal Agreement between the City of Miami Gardens and the Miami-Dade County Stormwater Utility for stormwater management responsibilities in shared stormwater drainage systems near or within the boundaries of the City of Miami Gardens, in substantially the form attached hereto and made a part hereof as Exhibit A, which Interlocal Agreement provides that the City of Miami Gardens shall reimburse the County for stormwater management work in an amount up to \$1,983,870 over the five (5) year term of this Interlocal Agreement.

**Section 2.** This Board hereby authorizes the County Mayor or County Mayor's designee to execute same and exercise any termination provisions and all other rights contained therein.

The foregoing resolution was offered by Commissioner ,  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of November, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Abbie Schwaderer-Raurell

# EXHIBIT A

**FIVE (5) YEAR  
INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF MIAMI GARDENS (CITY)  
AND  
THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)  
FOR STORMWATER MANAGEMENT**

THIS FIVE (5) YEAR INTERLOCAL AGREEMENT, [the "Agreement"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY",] and the City of MIAMI GARDENS, a Florida Municipal Corporation, through its governing body, the MIAMI GARDENS City Council of the City of MIAMI GARDENS, Florida [hereinafter sometimes referred to as "CITY",] is entered into as follows:

WITNESSETH

WHEREAS, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility [hereinafter referred to as the "UTILITY"], and which UTILITY may operate within a municipality or municipalities; and

WHEREAS, it is the intent of the UTILITY and the CITY, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the CITY and the UTILITY; and

WHEREAS, the UTILITY and the CITY recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems; and

WHEREAS, the UTILITY and the CITY want to share these costs in proportion to the drainage area, the service provided, and the benefits received,

Now, therefore, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Utility Stormwater Budget shall mean the UTILITY's developed and approved fiscal year budget for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the Utility's Approved Plans.

Shared Stormwater Drainage System shall mean that portion of the drainage system owned by either the CITY or the UTILITY to which both the CITY and the UTILITY contribute stormwater runoff and which is further identified in Attachment "A".

Costs allocable to the CITY shall mean those portions of the actual maintenance and operating outlays budgeted by the UTILITY in its yearly budget process, which are allocated to the CITY based on the CITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the UTILITY.

Costs allocable to the Utility shall mean those portions of the actual maintenance and operating outlays budgeted by the CITY in its yearly budget process, which are allocated to the UTILITY based on the UTILITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the CITY.

Operating Outlays shall mean expenses budgeted by the CITY and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered reoccurring expenses to sustain yearly stormwater drainage operations.

Capital Outlays shall mean expenses budgeted by the CITY and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered non-reoccurring and producing a long term benefit to the users. The yearly charges allocable to the CITY or to the UTILITY shall be that amount prorated, plus interest charges and administrative fees, for no longer than the calculated useful life of the capitalized item in no case exceeding 20 years. A separate Interlocal Agreement is required for any approved Capital Outlays that may be amortized beyond the life of this Agreement.

Fiscal Year shall mean the period beginning on October 1 and ending on September 30 of the following year.

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subcontractors, third-party contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

Maintenance is defined by, and limited to, the tasks listed in the Attachment "B" or other related stormwater drainage tasks agreed to by both parties' Project Managers.

C. Commencing with fiscal year 2016-2017, and after approval of the Agreement, the costs allocable to the CITY and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems are included in this Agreement and presented as described in Attachment "B". Estimated total expenditures for the five (5) year term of this Agreement are also included and shall not be exceeded.

D. The tasks and levels of service set forth in Attachment "B" may be adjusted by the UTILITY due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. The CITY may also request modifications to the tasks or level of services set forth in Attachment "B". Any such work requested by the CITY shall commence within reasonable time after the request has been made to the UTILITY. If the tasks and level of service must be adjusted in such a manner that the annual estimated expenditure will be exceeded in any given year, then approval by both parties' Project Managers must be obtained. However, the total five-year cost of the Agreement shall not be exceeded.

E. Payments by the CITY are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the CITY may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the CITY, as indicated under Article V (H) of this Agreement. Upon resolution of the dispute, payments by the CITY are to be made within 30 days. In the event of an overpayment by the CITY, the UTILITY shall reimburse the CITY within 30 days after verification of the overpayment by the UTILITY.

F. The CITY and the UTILITY shall maintain financial records pertaining to this Agreement for 5 years after the expiration of this Agreement, and shall make them available for inspection and copying at the place where the records are maintained within a reasonable time after receiving a records request.

G. The CITY and the UTILITY shall each be responsible for procuring independently all necessary permits in the performance of their respective work under this Agreement.

H. The CITY and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this Agreement.

I. If requested, the UTILITY will provide a tentative yearly maintenance schedule at the beginning of each fiscal year. As an update to the yearly maintenance schedule, the UTILITY will coordinate (via e-mail or telephone) with the CITY within 48 hours prior to commencing work in the CITY. The UTILITY contact for maintenance activities will be the Division Director of the Miami-Dade County Transportation and Public Works Department's Road, Bridge, and Canal Maintenance Division.



2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

### **ARTICLE VIII GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The UTILITY and the CITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

### **ARTICLE IX ENTIRETY OF AGREEMENT**

The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

### **ARTICLE X HEADINGS**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

### **ARTICLE XI RIGHTS OF OTHERS**

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reasons of this Agreement.

performing the same, and CITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

The UTILITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the CITY. UTILITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and UTILITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the UTILITY and the CITY.

#### **ARTICLE XVII INDEMNIFICATION**

The CITY shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the UTILITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CITY or its employees, agents, servants, partners, principals or subcontractors. CITY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the CITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the CITY arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the CITY.

The UTILITY does hereby agree to indemnify and hold harmless the CITY to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the UTILITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the UTILITY. However, nothing herein shall be deemed to indemnify the CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or any unrelated third party.

IN WITNESS THEREOF, the parties hereto through their duly authorized representatives hereby execute this Agreement.

Attest:

CITY OF MIAMI GARDENS, FLORIDA  
18605 N.W. 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056  
Attn: Mr. Cameron Benson, City Manager  
(305) 364-6100

Renee Taylor 5/31/2016  
City Clerk Date

Authorized signature on behalf  
of the City of MIAMI GARDENS, Florida.

By: [Signature] \_\_\_\_\_  
City Attorney Date

By: [Signature] \_\_\_\_\_  
City Manager Date

MIAMI-DADE COUNTY BOARD OF COUNTY  
COMMISSIONERS, FLORIDA AS GOVERNING  
BODY OF THE MIAMI-DADE COUNTY  
STORMWATER UTILITY

By: \_\_\_\_\_  
Mayor or Mayor's Date  
Designee

Stephen P. Clark Center  
111 N.W. 1 Street  
Miami, Florida 33128

HARVEY RUVIN, CLERK  
Attest:

By: \_\_\_\_\_  
Deputy Clerk Date

# ATTACHMENT "A.1"

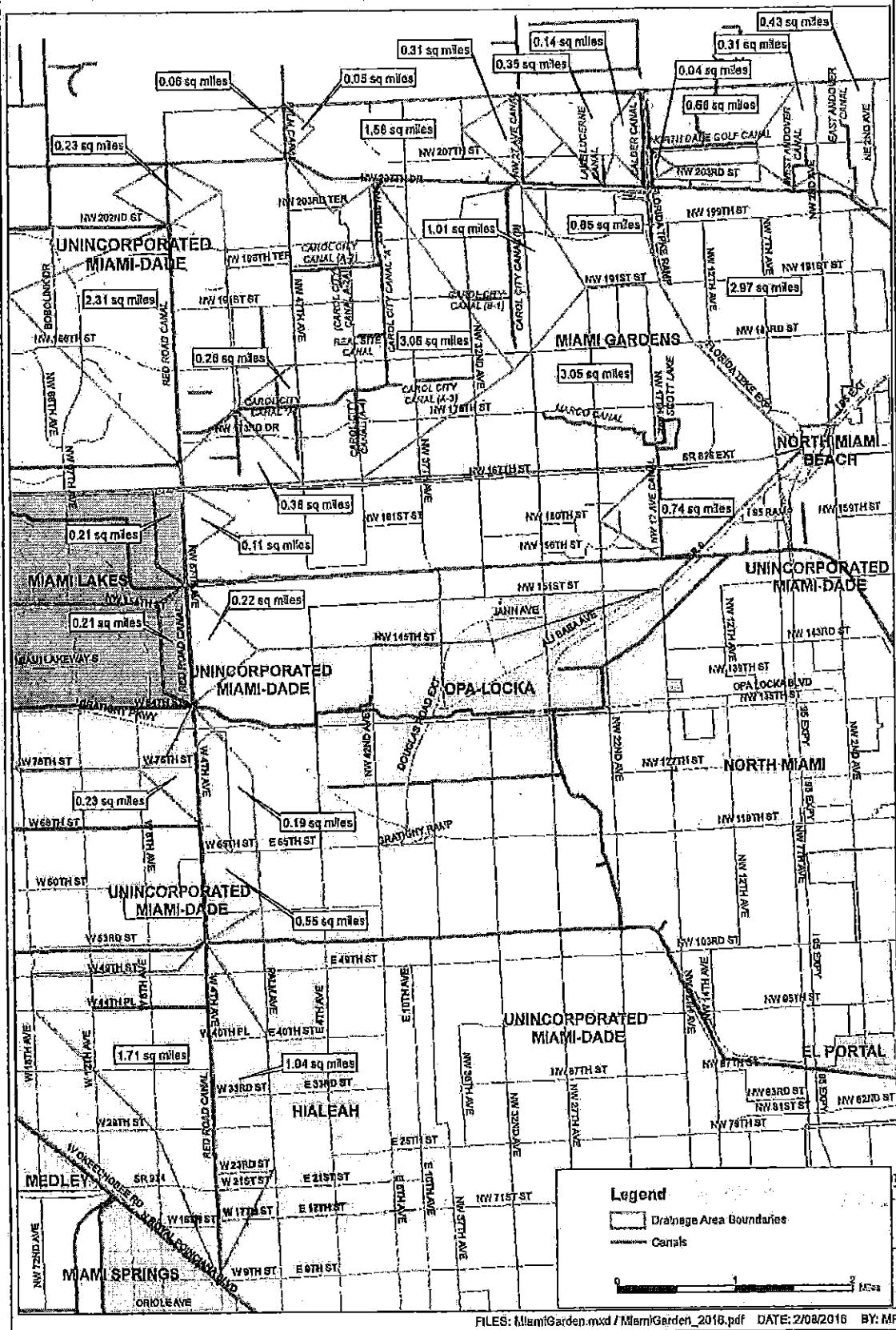
## CITY OF MIAMI GARDENS CANAL DRAINAGE AREAS % SHARE TABLE

<u>CANAL</u>	<u>DRAINAGE AREAS (SQ MILE)</u>	<u>% SHARE</u>
<b>RED ROAD CANAL</b>		
1. Miami Gardens	0.11	2%
2. Hialeah	3.53 (1.71+1.04+0.55+0.23)	50%
3. Miami-Dade County	2.95 (0.19+0.22+2.31+0.23)	42%
4. Miami Lakes	0.42 (0.21+0.21)	6%
<b>PALM CANAL</b>		
1. Miami Gardens	0.05	45%
2. Miami-Dade County	0.06	55%
<u>CANAL LAKE</u>	<u>FULLY ENCLOSED</u>	<u>% SHARE</u>
CAROL CITY CANALS "A " (A, A2, A2A, A3, A4 & CANALS "B" (B, B1)		100%
ANDOVER EAST CANAL		100%
ANDOVER WEST CANAL		100%
CALDER CANAL		100%
LAKE LUCERNE CANAL		100%
MARCO CANAL		100%
NORTH DADE GOLF CANAL		100%
NW 17 AVENUE CANAL		100%
NW 27 AVENUE CANAL		100%
REAL SITE CANAL		100%
SCOTT LAKE		100%

# ATTACHMENT "A-2"



## CITY OF MIAMI GARDENS CANALS AND DRAINAGE AREAS



**ATTACHMENT "B"**

**CITY OF MIAMI GARDENS**  
**Canal Maintenance Estimated Costs (FY 2016/17 - 2020/21)**

**Selected level of service shown shaded**

**Culvert Cleaning - Above Water**

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
* ANDOVER EAST	\$0	\$0	\$0	\$0	100	\$0
* ANDOVER WEST	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A2	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A2A	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A3	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A4	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY B	\$0	\$0	\$0	\$0	100	\$0
* LAKE LUCERNE	\$0	\$0	\$0	\$0	100	\$0
* MARCO	\$0	\$0	\$0	\$0	100	\$0
* N. DADE GOLF	\$0	\$0	\$0	\$0	100	\$0
* N.W. 17 AVE.	\$0	\$0	\$0	\$0	100	\$0
* N. W. 27 AVE.	\$0	\$0	\$0	\$0	100	\$0
RED ROAD	\$4,500	\$9,000	\$13,500	\$18,000	2	\$360
sub-total	\$4,500	\$9,000	\$13,500	\$18,000		\$ 360

**City's Annual Cost at Selected Level of Service (4 cycles)**

**\$ 360**

**Culvert Cleaning - Below Water**

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
ANDOVER EAST	\$1,500	\$3,000	\$4,500	\$0	100	\$3,000
ANDOVER WEST	\$1,600	\$3,200	\$4,800	\$0	100	\$3,200
CAROL CITY A	\$1,200	\$2,400	\$3,600	\$0	100	\$2,400
CAROL CITY A2	\$400	\$800	\$1,200	\$0	100	\$800
CAROL CITY A3	\$400	\$800	\$1,200	\$0	100	\$800
CAROL CITY A4	\$500	\$1,000	\$1,500	\$0	100	\$1,000
CAROL CITY B	\$500	\$1,000	\$1,500	\$0	100	\$1,000
LAKE LUCERNE	\$900	\$1,800	\$2,700	\$0	100	\$1,800
MARCO	\$1,400	\$2,800	\$4,200	\$0	100	\$2,800
N.W. 17 AVE.	\$1,800	\$3,600	\$5,400	\$0	100	\$3,600
N. W. 27 AVE.	\$1,800	\$3,600	\$5,400	\$0	100	\$3,600
REAL SITE	\$1,700	\$3,400	\$5,100	\$0	100	\$3,400
RED ROAD	\$4,300	\$0	\$12,900	\$17,200	2	\$344
sub-total	\$17,800	\$27,000	\$53,400	\$17,200		\$ 27,344

**City's Annual Cost at Selected Level of Service (2 & 4 cycles)**

**\$ 27,344**

**Mechanical Harvesting (submerged, emergent, and bank areas treated)**

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
CAROL CITY A	\$22,000	\$44,000	\$0	\$88,000	100	\$88,000
CAROL CITY A2	\$3,700	\$7,400	\$11,100	\$0	100	\$11,100
CAROL CITY A2A	\$2,500	\$5,000	\$7,500	\$0	100	\$7,500
CAROL CITY A3	\$1,500	\$3,000	\$4,500	\$0	100	\$4,500
CAROL CITY A4	\$3,800	\$7,600	\$11,400	\$0	100	\$11,400
CAROL CITY B	\$6,500	\$13,000	\$0	\$26,000	100	\$26,000
CAROL CITY B1	\$2,000	\$4,000	\$6,000	\$0	100	\$6,000
REAL SITE	\$2,500	\$5,000	\$0	\$10,000	100	\$10,000
RED ROAD	\$24,500	\$49,000	\$0	\$98,000	2	\$1,960
sub-total	\$69,000	\$138,000	\$40,500	\$222,000		166,460

**City's Annual Cost at Selected Level of Service (3 & 4 cycles)**

**166,460**

**ATTACHMENT "B"**

**CITY OF MIAMI GARDENS**  
**Canal Maintenance Estimated Costs (FY 2016/17 - 2020/21)**

Herbicide Treatment (submerged, emergent, and bank areas treated)

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
ANDOVER EAST	\$2,500	\$5,000	\$7,500	\$10,000	100	\$10,000
ANDOVER WEST	\$2,200	\$4,400	\$6,600	\$8,800	100	\$8,800
CALDER	\$900	\$1,800	\$2,700	\$3,600	100	\$3,600
CAROL CITY A	\$10,500	\$21,000	\$31,500	\$42,000	100	\$42,000
CAROL CITY A2	\$1,800	\$3,600	\$5,400	\$7,200	100	\$7,200
CAROL CITY A2A	\$650	\$1,300	\$1,950	\$2,600	100	\$2,600
CAROL CITY A3	\$1,000	\$2,000	\$3,000	\$4,000	100	\$4,000
CAROL CITY A4	\$1,200	\$2,400	\$3,600	\$4,800	100	\$4,800
CAROL CITY B	\$4,500	\$9,000	\$13,500	\$18,000	100	\$18,000
CAROL CITY B1	\$1,700	\$3,400	\$5,100	\$6,800	100	\$6,800
LAKE LUCERNE	\$1,000	\$2,000	\$3,000	\$4,000	100	\$4,000
MARCO	\$2,700	\$5,400	\$8,100	\$10,800	100	\$10,800
N. DADE GOLF	\$3,400	\$6,800	\$10,200	\$13,600	100	\$13,600
N.W. 17 AVE.	\$2,800	\$5,600	\$8,400	\$11,200	100	\$11,200
N. W. 27 AVE.	\$2,800	\$5,600	\$8,400	\$11,200	100	\$11,200
PALM	\$2,000	\$4,000	\$6,000	\$8,000	45	\$3,600
REAL SITE	\$850	\$1,700	\$2,550	\$3,400	100	\$3,400
RED ROAD	\$15,000	\$30,000	\$45,000	\$60,000	2	\$1,200
SCOTT LAKE	\$1,600	\$3,200	\$4,800	\$6,400	100	\$6,400
sub-total	\$59,200	\$118,400	\$177,600	\$236,800		\$ 173,600

City's Annual Cost at Selected Level of Service (4 cycles)

**\$ 173,600**

Mowing - Slope

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
* CAROL CITY A	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A2	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A2A	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A3	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A4	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY B	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY B1	\$0	\$0	\$0	\$0	100	\$0
* LAKE LUCERNE	\$0	\$0	\$0	\$0	100	\$0
* NW 17 AVE	\$0	\$0	\$0	\$0	100	\$0
* NW 27 AVE	\$0	\$0	\$0	\$0	100	\$0
PALM	\$900	\$1,800	\$2,700	\$3,600	45	\$1,620
RED ROAD	\$3,500	\$7,000	\$10,500	\$14,000	2	\$ 280
sub-total	\$4,400	\$8,800	\$13,200	\$17,600		\$ 1,900

City's Annual Cost at Selected Level of Service (4 cycles)

**\$ 1,900**

Mowing - Flat

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
* CAROL CITY A	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A2	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A2A	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A3	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A4	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY B	\$0	\$0	\$0	\$0	100	\$0
* LAKE LUCERNE	\$0	\$0	\$0	\$0	100	\$0
* NW 17 AVE	\$0	\$0	\$0	\$0	100	\$0
PALM	\$600	\$1,200	\$1,800	\$2,400	45	\$1,080
RED ROAD	\$500	\$1,000	\$1,500	\$2,000	2	\$40
sub-total	\$1,100	\$2,200	\$3,300	\$4,400		\$1,120

City's Annual Cost at Selected Level of Service (4 cycles)

**\$ 1,120**

**ATTACHMENT "B"**

**CITY OF MIAMI GARDENS**  
**Canal Maintenance Estimated Costs (FY 2016/17 - 2020/21)**

Obstruction Removal / Preventative Mitigation / Emergency Repair (contingency)

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
17 CANALS	\$25,500	\$51,000	\$76,500	\$102,000	100	\$25,500
PALM	\$1,000	\$2,000	\$3,000	\$4,000	45	\$450
RED ROAD	\$2,000	\$4,000	\$6,000	\$8,000	2	\$40
sub-total	\$28,500	\$57,000	\$85,500	\$114,000		\$ 25,990

City's Annual Cost at Selected Level of Service (1 cycle)

**\$ 25,990**

<b>TOTAL ANNUAL COST</b>	<b>\$612,000</b>
<b>MDC STORMWATER UTILITY ANNUAL COST</b>	<b>\$215,226</b>
<b>MDC STORMWATER UTILITY 5-YEAR COST</b>	<b>\$1,076,130</b>
<b>MIAMI GARDENS MAXIMUM ANNUAL COST</b>	<b>\$396,774</b>
<b>MIAMI GARDENS MAXIMUM 5-YEAR COST</b>	<b>\$1,983,870</b>

Notes: Estimates based on recent actual expenditures

- \* To be performed by the City within the City's boundaries and at no cost to the County
- Obstruction Removal to be performed as needed, and may include such tasks as Dead Animal Removal, Cut Vegetation, Debris Removal by Hand, and Clean Trash Interceptors. Does not include aesthetic cleaning such as minor debris and litter removal.
- Preventative Mitigation / Emergency Repair requires City's written approval of cost-share estimate prior to performance of any such work (e.g. canal bank stabilization, headwall repair, culvert blockage after a storm) in order to invoice the City.
- Costs are not to exceed the total annual amounts unless modified in accordance with Article V, Paragraph D
- Level of Service and cost estimates based on FY2012 to 2015 expenditures



RESOLUTION NO. 2016-104-3003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE RENEWAL OF THE FIVE (5) YEAR INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 13, 2006, the City Council of the City of Miami Gardens adopted Ordinance No. 2006-25-106, establishing a Stormwater Management Utility Program, and

WHEREAS, on or about October 1, 2011, the City and Miami-Dade County executed a cost sharing Interlocal Agreement for the maintenance of shared stormwater drainage systems located within the City's boundaries, and

WHEREAS, that Agreement was for a five (5) year term, and expires on September 30, 2016, and

WHEREAS, the parties desire to renew the Initial Interlocal Agreement for an additional five (5) year term, at a cost to the City in an amount not to exceed three hundred ninety-six thousand seven hundred seventy-four dollars and zero cents (\$396,774.00), annually, and

WHEREAS, Staff is recommending the City Council approve the renewal of the Interlocal Agreement for stormwater management between the City of Miami Gardens and Miami-Dade County Stormwater Utility for an additional five (5) year term,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the renewal of that certain Agreement with Miami-Dade County Stormwater Utility for stormwater management.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MAY 25, 2016.



OLIVER GILBERT, III, MAYOR

ATTEST:



RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: DAVIS

Seconded by: HARRIS

VOTE: 6-0

Mayor Oliver Gilbert, III	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Felicia Robinson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Lillie Q. Odom	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman David Williams Jr	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No) <i>Not Present</i>
Councilwoman Lisa C. Davis	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Rodney Harris	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Erhabor Ighodaro, Ph.D.	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)